# EXHIBIT A

# EXHIBIT A

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#### United States Postal Service Application for Delivery of Mail Through Agent See Privacy Act Statement on Reverse

1. Date 09/12/2018

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in		3a.Address to be Used for Delivery (Include PMB or # sign.) 434 Kearny Ave #113			
appropriate box.)		. Citilor opodoc iii	3b. City	3c. State	3d. Zip + 4
Denis Smotrov  4. Applicant authorizes delivery to and in care of: a. Name		Kearny	NJ	07032	
		This authorization is extended to include restricted delivery mail for the undersigned(s):			
		No			
The UPS Store #6938					
b. Address (No., street, apt./ste. n	o.)				
434 Kearny Ave					
c. City	d. State	e. Zip + 4			
Keamy	NJ	07032			
6. Name of Applicant	•		7a. Applicant Home Address (No.	street, apt./ste.	
Denis Smotrov					
8.Two types of identification are re	equired. One must co	ntain a photograph	7b. City	7c. State	7d. Zip + 4
of the addressee(s). Social Securi	ty cards, credit cards	s, and birth	North Las Vegas	NV	89031
certificates are unacceptable as id identifying information. Subject to		nt must write in	7e. Applicant Telephone Number	(Include area code)	
identifying information. Subject to	venncation.		9739102778  9. Name of Firm or Corporation		
a. Passport #					
			N/A		
b. xfinity statement #			10a. Business Address (No., street, apt./ste. no.)		
b. Allilly statement #			N/A	st, apt./ste. (10.)	
· · · · · · · · · · · · · · · · · · ·			10b. City	10c. State	10d. Zip + 4
Acceptable identification includes:	valid drivada lippas	ar atata nan drivada	·	N/A	'
identification card; armed forces, or			1777		N/A
corporate identification card; pass			10e. Business Telephone Number (Include area code)		
of naturalization; current lease, more registration card; or a home or veh	ortgage or Deed of T nicle insurance policy	rust; voter or vehicle · A photocopy of your	N/A		
identification may be retained by a		cyclologopy or your			
			N/A		
12. If applicant is a firm, name eac names of minors receiving mail at			(All names listed must have verifiat	ole identification. A guardi	an must list the
N/A					
13. If a CORPORATION, Give Na	mes and Addresses	of Its Officers	14. If business name (corporation		registered, give
<b>N</b> /A			name of county and state, and dat	e of registration.	
			N/A		
			N/A		
Warning: The furnishing of false of and imprisonment) and/or civil san	ctions (including mu	higle damages and ci	nission of material information may vil enalties)	result in criminal sanction	ns (including fines
15. Signature of Agent/Notacy Pub	<sup>lic</sup> <b>796</b> 72(	HOTARY PUBLIC OF COMMISSION EXP	16. Signature of Applicant (If firm, officer. Show title.)	or corporation, application	n must be signed by
work	11 Martine	MICHAEL A, GA LOTARY GIRL SOTOU	Sport on	7	

PS Form 1583 December 2004 (Page 1 of 2) (7530-01-000-9365)

#### Mailbox Service Agreement

Customer Information	Center Number:		
Name: Denis Smotrov			
Сотрапу:			
Address:			
City: North Las Vegas	State: NV	ZIP: 89031	
Business Telephone: 9739102778	Home Telephone: 973910277	8	
Fax:	Mobile Telephone: 9739102778		
E-mail Address: coast0220@gmail.com	Text Messaging ID: 9739102778@text.att.net		
Mailbox Information			
Mailbox Number: 113	Mailbox Size: Small		

#### **Terms and Conditions**

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \_\_\_\_\$0.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \_\_\_\$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \_\_\_\$0.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \_\_\_\$0.00 . Mailbox service fees and other related fees stated herein are subject to change.

In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\_so.oo\_ per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\_so.oo\_ for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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#### Mailbox Service Agreement

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 12. As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, the Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within \_\_\_\_\_5\_ days of notification will be subject to a storage fee of \_\_\$0.00\_ per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center. In those states where the Center is required by law to act as Customer's agent for service of process, Customer hereby authorizes the Center to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. The Center agrees to follow its standard procedures for the timely placement of mail received at the Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold hamless the Center from any and all liability that may arise at any time in connection with the Center's actions or status as Customer's agent for service of process.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature: (MCG) Control	Date: 9/12/2018
For Center Use Only	100000000
Authorized Center Representative Signature:	Date: 9/12/2018
How did the customer hear about us? Newspaper	
Comments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

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United States Postal Service Application for Delivery of Mail Through Agent See Privacy Act Statement on Reverse	Personal_Business_X 1. Date 9/13/18
address is the responsibility of the addressee and the agent; (3) all new postage when redeposited in the mails; (4) upon request the attransfers mail; and (5) when any information required on this form application with the Commercial Mail Receiving Agency (CMRA).  NOTE: The applicant must execute this form in duplicate in the process to complete displayed PS Form 1583 me CMRA business location. The CMRA copy of PS Form PS 1583 me and the Postal Inspection Service. The addressee and the agent at	med below, the addressee and agent agree: (1) the addressee or the agent upon termination of the agency relationship; (2) the transfer of mail to another I mail delivered to the agency under this authorization must be prepaid with agent must provide to the Postal Service all addresses to which the agency changes or becomes obsolete, the addressee(s) must file a revised esence of the agent, his or her authorized employee, or a notary public to the Postal Service and retains a duplicate completed signed copy at the just at all times be available for examination by the postmaster (or designee) gree to comply with all applicable Postal Service rules and regulations relative the agency to withholding of mail from delivery until corrective action is taken.
	ostal Service to confirm that the applicant resides or conducts business at the utification listed in box 8 is valid.
Name in which Applicants wall will be Received to Delivery to Agent (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in	370 W Pleasantview Ave.# 168
appropriate box.) Den, S Smother // C	3b. City  3c. State  3d. Zip + 4  Hackensack  NJ  07601  5. This authorization is extended to include restricted delivery mail for the
4. Applicant authorizes delivery to and in care of:	undersigned(s):
a. Name	No may sign for certified
The UPS Store #4424	may syll to tel mine
b. Address (No., street, apt./ste. no.)	
370 W Pleasantview Ave.	
c. City d. State e. Zip + 4	
Hackensack NJ 07601	,
Of Applicant  Devis Smothor	7a. Applicant Home Address (No., street, apt./ste.
3.Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in dentifying information. Subject to verification.	7b. City / C. State 7c. State 7d. Zip + 4 89 63 1  7e. Applicant Telephone Number (Include area code)
# Ukraine Passport	9. Name of Firm or Corporation
	Don's Smotrov C
# & Finity	10a. Business Address (No., street, apt./ste. no.)
Acot #	101 011
cceptable identification includes: valid driver's license or state non-driver's entification card; armed forces, government, university, or recognized orporate identification card; passport, alien registration card or certificate	10b. City// 10c. State 10d. Zip + 4  North 10c. State 10d. Zip + 4  10c. State 10d. Zip + 4  10d. Zip + 4  10d. Zip + 4
naturalization; current lease, mortgage or Deed of Trust; voter or vehicle gistration card; or a home or vehicle insurance policy. A photocopy of our identification may be retained by agent for verification.	11. Type of Business $Co \left( \frac{1}{4} \right)$
If applicant is a firm, name each member whose mail is to be delivered	(All names listed must have verifiable identification, A guardian must list the
imes of minors receiving mail at their delivery address.)	( III Hallios licad macenavo vollilasio lastialisation rigadi alam mestiles il
. If a CORPORATION, Give Names and Addresses of its Officers	14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.
d imprisonment) and/or civil sanctions (including multiple damages and civ	
	16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)
	() one rect

	Center Number: 4424
Customer Information	
Name: Den, S Sono PROV	
Company:	1
Address:	
City: North les Veges	State: 100   ZIP: 89031
Business Telephone: (97) 910 - 27 - 78	Home Telephone: ( ) -
Fax: ( ) -	Mobile Telephone: ( ) -
E-mail Address: COQST 0220 (W Omq)	Text Messaging ID:
Mailbox Information	email notification
Mailbox Number: 168	Mailbox Size: SMa //
Terms and Conditions	3 months

- 1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, Mail Boxes Etc., Inc. ("MBE") or its successor, solely for purposes of communication between MBE and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of n/a (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$15.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$25.00. Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$20.00 for month 1, and \$15.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of \$20.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \$5.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of Mail Boxes Etc., Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location.

#### **Mailbox Service Agreement**

Convelett @ 0000 Mail David Etc. 1...

arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.

- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- 8. Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all remailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.
- 9. The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time, Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage pre-paid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 12. As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, the Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 5 days of notification will be subject to a storage fee of \$3.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center. In those states where the Center is required by law to act as Customer's agent for service of process, Customer hereby authorizes the Center to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. The Center agrees to follow its standard procedures for the timely placement of mail received at the Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless the Center from any and all liability that may arise at any time in connection with the Center's actions or status as Customer's agent for service of process.
- Customer agrees to protect, indemnify, defend, and hold harmless the Center, MBE, and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other ifabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of MBE and that MBE is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND MBE, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OF REFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL: \_\_\_\_\_\_)
- 16. Customer <u>must</u> use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of Mail Boxes Etc., Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location.

Mailbox Service Agreement	
Customer Signature: SmoVicev	Date:09//3/2018
7,700	
For Center Use Only	origu reprojekti talianda taliki a akerika arekena errena errena pilota kantan errena katan errena errena erre
Authorized Center Representative Signature:	Date:의 /일 / 종
How did the customer hear about us?	
Comments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of Mail Boxes Etc., Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location.

United States Postal Service® Application for Delivery of Mail Through Agent
See Privacy Act Statement on Reverse

Box# 1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service<sup>TM</sup> upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mall; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postanster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Po at the home or business address listed in boxes 7 or 10, and that the	stal Service to confirm that the applicant resides or conducts business e identification listed in box 8 is valid.
2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)	3a. Address to be Used for Delivery (Include PMB or # sign.)   1 Orient Way, STE F # 12-7   3b. City   3c. State   3d. ZIP + 4®   07070-2524
4. Applicant authorizes delivery to and in care of:	This authorization is extended to include restricted delivery mall for the undersigned(s):
a. Name The UPS Store	
b. Address (No., street, apt./ste. no.) 1 Orient Way, Suite F	Suit Pell
c. City Rutherford   d. State   e. ZIP + 4   07070-2524	- 0
6. Name of Applicant  Date & Smothov	
<ol> <li>Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth cartificates are unacceptable as Identification, The agent must write in Identifying</li> </ol>	Porth las Vegas NV 8903/
information. Subject to verification.	7e. Applicant Telephone Number (Include area code) 9.13 — 49 — 68 9. Name of Firm or Corporation
	Nonis Smotrou  10a, Business Address (No., street, apt./ste. no)
outility bill- xlinity	59 ml 93 por 50 ng / 10c. State 10d. ZIP + 4
Acceptable identification includes; valid driver's license or state non-driver's	
identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortigage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your	10e, Business Telephone Number (Include area code)  973 251 7968  11. Type of Business
identification may be retained by agent for ventication.	electronics
<ol> <li>If applicant is a firm, name each member whose mail is to be delivered. (Al of minors receiving mail at their delivery address.)</li> </ol>	names listed must have verifiable identification. A guardian must list the names
Danis Smotrov	
13. If a CORPORATION, Give Names and Addresses of its Officers	14. If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.
	$\Lambda/q$
Warning: The furnishing of false or misleading information on this form or omis imprisonment) and/or civil sanctions (including multiple damages and civil pen	sion of material information may result in criminal sanctions (including fines and alties).
15. Signature of Agent/Notary Public	16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)
PS Form <b>1583</b> , December 2004 (Page 1 of 2) (7530-01-000-9365)	This form on Internet at www.usps.com®

#### **Mailbox Service Agreement**

Customer Information	Center Num
Name: Denis Smotkov	ZAMIN'NI CONTRACTOR CO
Company:	8
Address:	
City: North Las Veges	State: NV ZIP: 89 03 /
Business Telephone: ( )	Home Telephone: ( ) -
Fax: ( ) -	Mobile Telephone: (973)25/- 7968
E-mail Address: Coast 0220 @ Qmai	
21 10 NX 0 (20 Mail 10)	100:1-1
failbox Information	
Mailbox Number: 17 7	Mailbox Size: 5mall

#### Terms and Conditions

- 1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitlmate, or fraudulent
  purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in
  conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal
  Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement end Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, Mail Boxes Etc., inc. ("MBE") or its successor, solely for purposes of communication between MBE and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mall or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$15.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$25.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payabla in advance and Customer egrees that the Canter may withhold mail and packages from Customer pending payment. There will be no prorations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$15.00. Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583. (INITIAL X DS)
- - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$20.00 for month 1, and \$20.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of \$20.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \$20.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make

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Page 1

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#### **Mailbox Service Agreement**

errangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.

- 7. Six (8) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer end delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- 6. Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all remailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.
- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mallbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer falls to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any parson authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage pre-paid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is eerlier.
- 12. As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted meil (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, the Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 3 days of notification will be subject to a storage fee of \$3.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. Items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center. In those states where the Center is required by law to act as Customer's egent for service of process, Customer hereby authorizes the Center to act as Customer's agent for service of process, and this authorization shall remain in effect for es long as this Agreement is in effect, or as long as required by state law, whichever is later. The Center agrees to follow its standard procedures for the timely placement of mail received at the Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless the Center from any and all liability that may arise at any time in connection with the Center's actions or status as Customer's agent for servica of process.
- Customer agrees to protect, indemnify, defend, and hold harmless the Center, MBE, and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any end all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of MBE and that MBE is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND MBE, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL: Y)
- 16. Customer <u>must</u> use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) eddress format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of veild identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

The UPS Store<sup>®</sup> and Mail Boxes Etc. <sup>®</sup> Centers are independently owned and operated by licensed Franchisees of Mail Boxes Etc., Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location.

Page 2

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Mailbox Service Agreement	
1	
Customer Signature: X SuppleM	Date: 0429 20/8
For Contacting Only	
For Center Use Only	
Authorized Center Representative Signature:	Date: 7 /25/ 18
How did the customer hear about us?	
Comments:	

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### Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 13 of 51 Page ID

#### United States Postal Service Application for Delivery of Mail Through Agent See Privacy Act Statement on Reverse



1. Date 08/23/2018

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

home or business address liste	ed in boxes 7 or 10	, and that the identi	fication listed in box 8 is valid.	plicant resides or cond	lucis business at tri
Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)  ANTON HASHYNOV  4. Applicant authorizes delivery to and in care of:  a. Name  The UPS Store #4204		3a.Address to be Used for Delivery (Include PMB or # sign )  39252 Winchester Rd, Ste 107 #202			
		3b. City	3c. State	3d Zip + 4	
		Murrieta	CA	92563	
		5. This authorization is extended to undersigned(s):	include restricted delive	ery mail for the	
		No			
		140			
b. Address (No., street, apt./ste r	10.)	***************************************			
39252 Winchester Rd, Ste 107	7				
c. City	d_State	e. Zip + 4			
Murrieta	CA	92563			
6. Name of Applicant	1		7a. Applicant Home Address (No.,	street, apt./ste.	
ANTON HASHYNOV			1158 E WASHINGTON AVE		
8 Two types of ideal/fination are r	onward One must se	untain a shalanyanh	7b. City	7c. State	7d Zip + 4
8.Two types of identification are re of the addressee(s). Social Secur	ity cards, credit cards	s, and birth	ESCONDIDO	CA	92025
certificates are unacceptable as id		ent must write in	7e. Applicant Telephone Number (Include area code)		
identifying information. Subject to	ventication.		7753196531		
a. INS CARD #	( )		9 Name of Firm or Corporation		
			N/A		
b. PASSPORT :		***************************************	10a. Business Address (No., street, apt./ste. no.)		
			N/A		
,	***************************************	***************************************	10b. City	10c. State	10d. Zip + 4
Acceptable identification includes	valid driver's license	or state con drivers			
identification card; armed forces,			14/7	N/A	N/A
corporate identification card; pass	port, alien registratio	n card or certificate	10e. Business Telephone Number (Include area code)		
of naturalization; current lease, management registration card; or a home or vel	ongage or Deed of 1: hicle insurance policy	rust; voter or venicle /. A photocopy of you	N/A		
identification may be retained by a	agent for verification.	in thursday, or you			
			N/A		
<ol> <li>If applicant is a firm, name ear names of minors receiving mail at</li> </ol>	ch member whose m their delivery addres	ail is to be delivered. is)	(All names listed must have verifiab	le identification. A guardi	an must list the
N/A					
13. If a CORPORATION, Give Na	mes and Addresses	of Its Officers	14. If business name (corporation	or trade name) has been	registered, give
N/A			name of county and state, and date of registration.		
		N/A			
		N/A			
Warning: The furnishing of false o and imprisonment) and/or civil sar	r misleading informat	tion on this form or or Itiple damages and c	nission of material information may ivil enalties)	result in criminal sanction	ns (including fines
15. Signature of Agent/Notary Public		16. Signature of Applicant (If firm of officer. Show title.)	or corporation, application	n must be signed by	
		71/2			

PS Form 1583 December 2004 (Page 1 of 2)

(7530-01-000-9365)

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 14 of 51 Page ID #:1524

#### Mailbox Service Agreement

	Center Number: 4204
T COMMAND	_
The state of the s	
State: CA	ZIP: 92025
Home Telephone: 77531965	31
Mobile Telephone: 77531965	31
Text Messaging ID:	***************************************
Mailbox Size; Small	
	Home Telephone: 77531965  Mobile Telephone: 77531965  Text Messaging ID:

#### **Terms and Conditions**

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- Customer agrees to pay an initial set-up fee of \$20,00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$5,00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$15,00 if any payment is not received within five (5) days of when due In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$10,00 Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation, or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \$20.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \$0.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement
- Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may
  - a Refuse any mail or package addressed to Customer and delivered to the Center.
  - b Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest"
  when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 15 of 51 Page ID #:1525

#### **Mailbox Service Agreement**

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to. 1) Customer abandons the Malibox; 2) Customer uses the Malibox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Malibox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidianes, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Maiibox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Maiibox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, lines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM (INITIAL:
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- Delivery by commercial carrier services must be made to the Center street address only (and not to a PO. Box). "P.O. Box" may be used only if it
  is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address
  format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature: Affin	Date: 8/23/2018
For Center Use Only	,
Authorized Center Representative Signature:	Date: 8/23/2018
How did the customer hear about us? Walk-In	
Comments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

#### Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 16 of 51 Page ID #:1526

United States Postal Service	
Application for Delivery of Mail Through Agent	1. Date
See Privacy Act Statement on Reverse	08/23/2018
In consideration of delivery of my or our (firm) mail to the agent named below, the addre	essee and agent agree: (1) the addressee or the agent

must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be sub home or business address li	ject to verification pro sted in boxes 7 or 10	cedures by the Pos , and that the identi	tal Service to confirm that the ap fication listed in box 8 is valid.	oplicant resides or con-	ducts business at th	
<ol> <li>Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)</li> <li>ANTON HASHYNOV</li> </ol>		3a.Address to be Used for Delivery (Include PMB or # sign.) 27475 Ynez Rd #410				
		3b. City	3c. State	3d. Zip + 4		
		Temecula	CA	92591		
a. Name			5. This authorization is extended to	o include restricted deliv	ery mail for the	
			_undersigned(s):			
			No			
b. Address (No., street, apt./ste	e. no.)					
27475 Ynez Rd						
c. City	d. State	e. Zip + 4				
Temecula	CA	92591				
6. Name of Applicant			7a. Applicant Home Address (No.,	street, apt./ste.		
ANTON HASHYNOV			1158 E WASHINGTON AVE			
8.Two types of identification are of the addressee(s). Social Sec	curity cards, credit cards	s, and birth	7b. City ESCONDIDO	7c. State CA	7d. Zip + 4 92025	
certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.			7e. Applicant Telephone Number (Include area code) 7753195431			
a. PASSPORT #			9. Name of Firm or Corporation			
			N/A			
. GEICO CAR INSURANCE	#		10a. Business Address (No., stree	et apt/ste no )		
			N/A			
A I II I I I I I I			10b. City	10c. State	10d. Zip + 4	
Acceptable identification include	es: valid driver's license	or state non-driver's	N/A	N/A	N/A	
dentification card; armed forces corporate identification card; pa of naturalization; current lease,	ssport, alien registratio mortgage or Deed of T	n card or certificate	10e. Business Telephone Number (Include area code) N/A			
registration card; or a home or v	vehicle insurance policy	. A photocopy of	11. Type of Business			
our identification may be retain	led by agent for verifica	tion.	N/A			
12. If applicant is a firm, name en names of minors receiving mail	each member whose m at their delivery addres	ail is to be delivered. s.)	 (All names listed must have verifiab	le identification. A guard	ian must list the	
13. If a CORPORATION, Give Names and Addresses of Its Officers N/A			14. If business name (corporation on name of county and state, and date	or trade name) has been e of registration.	registered, give	
			N/A			
			N/A			
Warning: The furnishing of false and imprisonment) and/or civil s	e or misleading informa sanctions (including mu	tion on this form or or tiple damages and ci	nission of material information may villenalties)	result in criminal sanctio	ns (including fines	
15. Signature of Agent/Notary Public			16. Signature of Applicant (If firm o officer. Show title)	r eorporation, application	n must be signed by	

PS Form 1583 December 2004

(Page 1 of 2)

(7530-01-000-9365)

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 17 of 51 Page ID #:1527

#### Mailbox Service Agreement

3 months

Thaniq

Customer Information		Center Number: 571
Name: ANTON HASHYNOV		
Company:		
Address: 1158 E WASHINGTON AVE		
City: ESCONDIDO	State: CA	ZIP: 92025
Business Telephone:	Home Telephone: 77531954	l31
Fax:	Mobile Telephone: 77531954	131
E-mail Address: ANTONGARI1212@GMAIL.COM	Text Messaging ID: 77531954	31@TXT.ATT.NET
Mailbox Information		
Mailbox Number: 410	Mailbox Size: Small	

#### Terms and Conditions

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$20.00 . Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$\\_\$25.00\$ for month 1, and \$\\_\$50.00\$ for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\$25.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\$5.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- 8. Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 18 of 51 Page ID #:1528

#### MailLox Service Agreement

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM, (INITIAL: CALL)
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature:	Date: 8/23/2018
For Center Use Only	
Authorized Center Representative Signature:	Date: 8/23/2018
How did the customer hear about us? Newspaper	
Comments:	

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# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 19 of 51 Page ID #:1529

United States Postal Service  Application for Delivery of Ma				1. Date 09/11/2018	
must not file a change of address order	r (firm) mail	to the agent name ostal Service™ upo	ed below, the addressee and agent agree: on termination of the agency relationship; (	(1) the addre 2) the transfe	essee or the agent er of mail to another
ne postage when redeposited in the r tr ers mail; and (5) when any inform application with the Commercial Mail R	mails; (4) up nation requir Receiving Aç	oon request the age red on this form cha gency (CMRA).	nail delivered to the agency under this authent must provide to the Postal Service all a anges or becomes obsolete, the addresse ence of the agent, his or her authorized em	ddresses to e(s) must file	which the agency a revised
CMRA business location. The CMRA cand the Postal Inspection Service. The	opy of PS F addressee	orm PS 1583 must and the agent agre	ne Postal Service and retains a duplicate of that all times be available for examination be se to comply with all applicable Postal Ser se agency to withholding of mail from delive	y the postma vice rules an	aster (or designee) d regulations relative
home or business address listed in box	kes 7 or 10,	and that the identif			
2. Name in Which Applicant's Mail Will Be (Complete a separate PS Form 1583 for E. complete and sign one PS Form 1583. Two apply to each spouse. Include dissimilar in	ACH applica o items of va	nt. Spouses may lid identification	3a.Address to be Used for Delivery (Include 771 Jamacha Rd #359	PMB or # sign	1.)
appropriate box.) ANTON HASHYNOV			3b. City El Cajon	3c. State CA	3d. Zip + 4 92019
Applicant authorizes delivery to and in calculations	are of:		5. This authorization is extended to include re undersigned(s):		
a. Name			Yes		
The UPS Store #4144					
b. Address (No., street, apt./ste. no.)					
771 Jamacha Rd	d. State	e. Zip + 4	_		
c. City El Cajon	CA	92019			
6. Name of Applicant	JON .	192019	7a. Applicant Home Address (No., street, apt	/ste	
ANTON HASHYNOV			Ta. Applicant Home Address (10., 50.000, apr		
	N		7b. City	7c. State	7d. Zip + 4
8 types of identification are required. C addressee(s). Social Security cards,			EL CAJON	CA	92021
certificates are unacceptable as identificati- identifying information. Subject to verification	on. The ager		7e. Applicant Telephone Number (Include are 7753195132	ea code)	
a. UKRAINE PASSPORT#			9. Name of Firm or Corporation		
			N/A	)	
o. GEICO#			10a. Business Address (No., street, apt./ste.	110.)	
			N/A 10b. City	10c. State	10d. Zip + 4
Acceptable identification includes: valid driv	or's license	ar stata nan drivar's		N/A	N/A
dentification card; armed forces, governme			N/A 10e. Business Telephone Number (Include a		INA
corporate identification card; passport, alier of naturalization; current lease, mortgage or			N/A	ca dodc)	
egistration card; or a home or vehicle insur	rance policy.		11. Type of Business		
dentification may be retained by agent for v	verification.		N/A		
<ol> <li>If applicant is a firm, name each membenames of minors receiving mail at their deliver.</li> </ol>			I All names listed must have verifiable identifica	ition. A guardi	an must list the
N/A					
<ol> <li>If a CORPORATION, Give Names and and Annual N/A</li> </ol>	Addresses o		14. If business name (corporation or trade na name of county and state, and date of registra N/A	me) has been ation.	registered, give
			N/A		
Varning: The furnishing of false or misleadi and imprisonment) and/or civil sanctions (in			ission of material information may result in cri il enalties)	minal sanction	s (including fines
Jnature of Agent/Notary Public	<b>&gt;</b>	χ.	16. Signature of Applicant III firm or corporation officer. Show title.)	on, application	must be signed by
S Form 1583 December 2004 (P	age 1 of 2)		(7530-01-000-9365)		

**EXHIBIT A** 

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 20 of 51 Page ID #:1530

#### Mailbox Service Agreement

Customer Information	Center Number: 4144
Name: ANTON HASHYNOV	
Company:	
dress:	
City: EL CAJON	State: CA ZIP: 92021
Business Telephone:	Home Telephone: 7753195132
Fax:	Mobile Telephone:
E-mail Address: ANTONGARI1212@GMAIL.COM	Text Messaging ID:
Mailbox Information	
Mailbox Number: 359	Mailbox Size: Medium

#### Terms and Conditions

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth therein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- b. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$0.00. Mailbox service fees and other related fees stated herein are subject to change.

In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\_\$0.00\_ per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\_\$0.00\_ for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 21 of 51 Page ID #:1531

#### Mailbox Service Agreement

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mall or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL: \_\_\_\_\_)
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address formal
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

$\Lambda$	
Customer Signature:	Date: 9/11/2018
For Center Use Only	
Authorized Center Representative Signature:	Date: 9/11/2018
How did the customer hear about us? Walk-In	
Comments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

10/15/2018 15:07 #227 P.011/016

United States Postal Service
Application for Delivery of Mail Through Agent
See Privacy Act Statement on Reverse

1. Date	
08/23/2018	

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative

This application may be subject to ve	oxes 7 or 10	), and that the identif	cation listed in box 8 is valid.		
Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse include dissimilar information for either spouse in		3a.Address to be Used for Delivery (Include PMB or # sign.) 31805 TEMECULA PARKWAY #315			
		3b. City   3c. State   3d. Zip + 4			
ANTON HASHYNOV			TEMECULA	CA	92592
4. Applicant authorizes delivery to and in care of:			This authorization is extende undersigned(s):	ed to include restricted de	livery mail for the
a. Name			No		
The UPS Store #2725					
b. Address (No., street, apt./ste. no.)					
31805 TEMECULA PARKWAY					
c. City	d. State	e. Zip + 4			
TEMECULA	CA	92592			
6. Name of Applicant			7a. Applicant Home Address (N	No., street, apt./ste.	
ANTON HASHYNOV			1158 E WASHINGTON AVE		
8.Two types of identification are required	One must c	ontain a photograph	7b. City	7c. State	7d. <b>Z</b> ip + 4
of the addressee(s). Social Security card	ls, credit card	ls, and birth	ESCONDIDO	CA	92025
certificates are unacceptable as identification identification in the control of		ent must write in	7e. Applicant Telephone Numb	er (Include area code)	, , , , , , , , , , , , , , , , , , , ,
dentifying information. Subject to verifica	ation,		7753194531		
a. PASSPORT#			9. Name of Firm or Corporation		
			N/A		
b. INSURRANCE #			10a. Business Address (No., st	treet ant/ste no.)	
D. INSURRANCE #			N/A	acci, aptioto: no.)	
			10b. City	10c. Stat	e 10d. Zip + 4
Acceptable identification includes: valid o	triver's licens	e or state non-driver's	N/A	N/A	N/A
identification card; armed forces, govern			10e. Business Telephone Num		IN/A
corporate identification card; passport, a			'	ibel (moidde alea code)	
of naturalization; current lease, mortgage registration card; or a home or vehicle in			N/A 11. Type of Business	·····	
your identification may be retained by ag					
			N/A		
<ol><li>If applicant is a firm, name each men names of minors receiving mail at their d</li></ol>			(All names listed must have veri	fiable identification. A gua	ardian must list the
N/A					
13. If a CORPORATION, Give Names a	nd Addresse	s of Its Officers	14. If business name (corporat		en registered, give
N/A			name of county and state, and	date of registration.	
			N/A		
			N/A		
Warning: The furnishing of false or misle and imprisonment) and/or civil sanctions	ading inform (including m	ation on this form or or ultiple damages and ci	nission of material information n	nay result in criminal sand	tions (including fines
15. Signature of Agent/Notary Public /		11,	16. Signature of Applicant (If fi	rm or corporation, applica	tion must be signed by
O Marie Constitution of the Constitution of th			officer. Show title?)		
Jun Mill		14/11	1 111/1/	dia di mangana di mangana.	

PS Form 1583 December 2004

(Page 1 of 2) <

(7530-01-000-9365)

From: 10/15/2018 15:08 #227 P.013/016

#### Mailbox Service Agreement

	Cer	nter Number: 2725
Customer Information		
Name: ANTON HASHYNOV		
Company:		
Address: 1158 E WASHINGTON AVE		
City: ESCONDIDO	State: CA	ZIP: 92025
Business Telephone: 7753194531	Home Telephone: 7753194531	
Fax:	Mobile Telephone: 7753194531	
E-mail Address: ANTONGARIL1212@GMAIL.COM	Text Messaging ID:	
Mailbox Information		
Mailbox Number: 315	Mailbox Size: Small	

#### **Terms and Conditions**

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth berein
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$15.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$0.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$0.00 . Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\_\$0.00\_ per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\_\$0.00\_ for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

From: 10/15/2018 15:09 #227 P.014/016

#### **Mailbox Service Agreement**

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Daclaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer. Customer agrees to cooperate fully with the Center; including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL)
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement pair not be emended or modified, except in a writing signed by both parties.

Customer Signature.	Date: 8/23/2018
For Center Use O	nly
Authorized Center Representative Signature:	Date: 8/23/2018
How did the customer hear about us? Newspaper	
Comments:	

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# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 25 of 51 Page ID #:1535

6					
United States Postal Service	_			<u></u>	
Application for Delivery of M				1 Date	
See Privacy Act Statement of				09/11/2018	
must not file a change of address order address is the responsibility of the address is the responsibility of the address postage when redeposited in the transfers mail; and (5) when any information with the Commercial Mail in NOTE: The applicant must execute the	er with the P dressee and mails; (4) up mation requi Receiving A is form in du	ostal Service™ upo the agent; (3) all no pon request the ago red on this form ch gency (CMRA). uplicate in the preso	ed below, the addressee and agent agree on termination of the agency relationship nail delivered to the agency under this au ent must provide to the Postal Service all anges or becomes obsolete, the address ence of the agent, his or her authorized e	; (2) the transf ithorization mu addresses to see(s) must file employee, or a	er of mail to another ust be prepaid with which the agency a a revised notary public
CMRA business location. The CMRA cand the Postal Inspection Service. The	copy of PS F addressee	orm PS 1583 mus and the agent agr	he Postal Service and retains a duplicate t at all times be available for examination ee to comply with all applicable Postal Se a agency to withholding of mail from deliv	by the postmervice rules an	aster (or designee) d regulations relativ
This application may be subject to ver home or business address listed in bo	ification produces 7 or 10,	cedures by the Pos and that the identi	stal Service to confirm that the applicant of fication listed in box 8 is valid.	resides or con-	ducts business at ti
<ol> <li>Name in Which Applicant's Mail Will Be (Complete a separate PS Form 1583 for E complete and sign one PS Form 1583. Tw</li> </ol>	Received for EACH applicates to items of va	r Delivery to Agent. nt. Spouses may lid identification	3a.Address to be Used for Delivery (Includ 9562 Winter Gardens Blvd. #134	e PMB or # sigr	1.)
apply to each spouse. Include dissimilar in appropriate box.)	nformation for	either spouse in	3b. City	3c. State	3d, Zip + 4
ANTON HASHYNOV			Lakeside	CA	92040
4. Applicant authorizes delivery to and in o	rare of		5. This authorization is extended to include		
a. Name	Jaic Of,		_undersigned(s):		
The UPS Store #5262			No		
b. Address (No., street, apt./ste. no.)			4		
9562 Winter Gardens Blvd,					
c. City	d. State	e. Zip + 4			
Lakeside	CA	92040			
6. Name of Applicant			7a. Applicant Home Address (No., street, a	pt./ste	a the make the second of the s
ANTON HASHYNOV			1735 MARLINDA WAY		
B Two types of identification are required.	One must cor	ntain a photograph	7b. City	7c. State	7d. Zip + 4
of the addressee(s). Social Security cards certificates are unacceptable as identificate			EL CAJON	CA	92021
dentifying information. Subject to verificati		it must write in	7e. Applicant Telephone Number (Include a	ırea code)	
PASSPORT			7753194544	The state of the s	
			9. Name of Firm or Corporation		
#OFICO INCLIN			N/A		
#GEICO INSUR	ANCE		10a. Business Address (No., street. apt./ste. no.)		
			N/A 10b, City	10c. State	10d. Zip + 4
Acceptable identification includes: valid dri	ver's license	or state non-driver's	N/A	N/A	N/A
Acceptable identification includes: valid driver's license or state non-driver's dentification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle		10e. Business Telephone Number (Include area code) N/A			
egistration card; or a home or vehicle insu dentification may be retained by agent for		A photocopy of your	11. Type of Business		
sentinous of may be retained by agent for	Terrication.		N/A		
2. If applicant is a firm, name each memb ames of minors receiving mail at their deli	er whose ma ivery address	il is to be delivered. ( )	I (All names listed must have verifiable identifi	cation. A guardi	an must list the
WA.					
3. If a CORPORATION, Give Names and	Addresses o	f Its Officers	14. If business name (corporation or trade n		registered, give
WA .		name of county and state, and date of registration.			
			[N/A		
			N/A		
varning: The furnishing of false or mislead nd imprisonment) and/or civil senctions (ir					
5. Signature of Agent/Notary Public			16. Signature of Applicant (If firm or corpora officer. Showkitle)	tion, application	must be signed by
· · · · · · · · · · · · · · · · · · ·					

(7530-01-000-9365)

PS Form 1583 December 2004 (Page 1 of 2)

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 26 of 51 Page ID #:1536

#### Mailbox Service Agreement

Customer Information	Ce	enter Number: 5262
Name: ANTON HASHYNOV	***************************************	
Company:		
Address: 1735 MARLINDA WAY		
City: EL CAJON	State: CA	ZIP: 92021
Business Telephone:	Home Telephone: 7753194544	
Fax:	Mobile Telephone: 7753194544	
E-mail Address: ANTONGARI1212@GMAIL.COM	Text Messaging ID: 7753194544(	@ATT.TEXT.NET
Mailbox Information		
Mailbox Number: 134	Mailbox Size: Small	
		· · · · · · · · · · · · · · · · · · ·

#### Terms and Conditions

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Meilbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox, in the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$15.00 Mailbox service fees and other related fees stated herein are subject to change.

In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement. Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$50.00 for month 1, and \$50.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\$50.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\$50.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may
  - Refuse any mail or package addressed to Customer and delivered to the Center.
  - Destroy any of Customer's mail or packages remaining at the Center at such time
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 27 of 51 Page ID #:1537

#### **Mailbox Service Agreement**

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause all any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail. Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, llabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL:
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
- 13. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature:	Date: 9/11/2018
For Center Use Only	
Authorized Center Representative Signature:	Date: 9/11/2018
How did the customer hear about us? Walk-In	· · · · · · · · · · · · · · · · · · ·
Comments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store. Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

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THE UPS STORE

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Form 1583, March 1999

### Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

BOX # 1. Date

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the ent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of my our (firm) mail to another address is the responsibility of the agent; (3) all mail delivered to the agency under this authorization must prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 8 or 11, and that the identification listed in box 9 is valid. 2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. 3. Address to Be Used for Delivery Including ZIP + 4 (Complete a separate Form 1583 for EACH applicant, Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate bax.) 57¢ Valley Road Wayne, NJ **0747**0 4. Applicant Authorizes Delivery to and in Care of (Name, address, and ZIP Code of anent) The UFS Store #3286 5. Will This Delivery Address Be Used for Soliciting or Doing Business With the Public? (Check one) ☐ Yes ☐ No 576 Valley Road Wayne, **NJ 0747**0 Name of Applicant s Authorization is Extended to Include Restricted Delivery Mail for the .ndersigned(s) 8. Home Address (Number, street, city, state, and ZIP Code) Doyble 3. Two Types of Identification are Required. One Must Contain a Photograph of the Addressee(s). Agent Must Write in Identifying Information. Subject to Telephone Number  $(973)^{-}910 - 2779$ Verification. 10. Name of Firm or Corporation 11. Business Address (Number, street, city, state and ZIP Code) Acceptable identification includes; driver's license; armed forces, government, or recognized corporate identification card; passport or alien registration card or other credential showing the applicant's signature and a serial number or similar information that is traceable to the bearer. A photocopy of your identification may be retained by agent for verification. Telephone Number ( 2. Kind of Business 13. If Applicant Is a Firm, Name Each Member Whose Mail Is to Be Delivered. (All names listed must have verifiable identification. A guardian must list the names and ages of minors recaiving mail at their delivery address.) Liff a CORPORATION, Give Names and Addresses of its Officers 15. If Business Name of The Address (Corporation or Trade Name) Has Been Registered, Give Name of County and State, and Date of Registration. j: The furnishing of false or misleasing information on this form or omission of material information may result in criminal sanctions (including fines and disonment) and/or civil sanctions (including multiple) damages and civil penalties). (18 U.S.C. 1001) Signature of A 17. Signature of Applicant Aff firm or corporation, application must be signed by

This form on Internet at www.usps.com

THE LIPS STORE

PAGE 03/05



The UPS Store

MAILBOX	SERVICE	AGREE	MENŢ

CUSTOMER NAME: LQS210 Kedik

ADDRESS: 9/90 Double deamoker

WORK PHONE: A SELOKEDIK CO DITALLE STORES

THE UPS STORE CENTER NO.: 3-26 MAILBOX NUMBER: SIZE OF MAILBOX:

1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at THE UPS STORE." Center identified above (the "Center") under the terms set forth herein.

- 2) Customer agrees that Customer will not use the Center premises or any Centerservices for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.
- 3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.
- 4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5) Customer agrees to pay an initial set-up fee of \$10.00 and/or a refundable security/key deposit of \$5.00, as well as applicable monthly service fees. The security/key deposit is refundable upon expiration, cancellation or termination of this Agreement, provided that Customer returns the key, key card and/or other similar device, and pays all sums owed to the Center. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no pronations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when the In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$10.00 Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6) Upon expiration, cancellation or termination of this Agreement, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail for six (6) months, provided Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, Customer must pay a monthly storage fee of

CADocuments and Settings/Leolensen/Local Settings/Temporary Internet Files/OLKSZYThe UPS Store Mailbox Services Agreement x11.doc Page 1 of 3

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THE UPS STORE

PAGE 04/05

provided to the Center.

- 12) Customer agrees to protect, indemnify, defend and hold harmless the Center, Mail Boxes Etc., Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, state or local laws.
- 13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc., Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.
- 14) CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL\_\_\_\_\_\_)
- 15) Customer <u>must</u> use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a U.S. Postal Service address) address format. Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIGNATURE:

DATE: 16 08/20

AUTHORIZED CENTER REPRESENTATIV

SIGNATURE:

HOW DID CUSTOMER HEAR ABOUT US?

DATE

© 2003, UPS

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 31 of 51 Page ID #:1541

United States Postal Service®	•	1. Date
Application for Delivery of Mail Through Agent		1, /0/17
See Privacy Act Statement on Reverse		to an (1) the addresses of the
In consideration of delivery of my or our (firm) mail to the agent name agent must not file a change of address order with the Postal Service mail to another address is the responsibility of the addressee and the inust be prepaid with new postage when redeposited in the mails; (4) addresses to which the agency transfers mail; and (5) when any informations addressee(s) must file a revised application with the Commercial Mail	ne agent, (3) all mail delivered to the 4) upon request the agent must pro- comation required on this form chan ail Receiving Agency (CMRA).	e agency under this authorization vide to the Postal Service all iges or becomes obsolete, the
NOTE: The applicant must execute this form in duplicate in the pres. The agent provides the original completed signed PS Form 1583 to the CMRA business location. The CMRA copy of PS Form PS 1583 designee) and the Postal Inspection Service. The addressee and the regulations relative to delivery of mail through an agent. Failure to corrective action is taken.	sence of the agent, his or her author the Postal Service and retains a dual nust at all times be available for e e agent agree to comply with all apport will subject the agency to with a state of the agency to with the apport to confirm that the apport to the app	xamination by the postmaster (or plicable Postal Service rules and thholding of mail from delivery until solicent resides or conducts business
at the home or business address listed in buxes 7 of 10, and that of	e identification listed in box 8 is val 3a.Address to be Used for Delivery (N	
2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate	121 Hawkins Pl., Pl	MB 174
box.) / / / / / / /	Boonton .	3c. State 3d. ZIP+ 4® 07005-1127
4. Applicant authorizes delivery to and in care of:	This authorization is extended to in undersigned(s):	clude restricted delivery mail for the
a. Name The UPS Store	]	
b. Address (No., street, apt./ste. no.) 121 Hawkins Place	Gidik	
Boonton NI 07005-1127	7a. Applicant Home Address (No., str	reet, apt./ste. no)
6. Name of Applicant La. 5710 Kedik	738 S. Waterma	
8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.	San Servarouno	CA 92408
* License Plate - NJ	Number (Use area code). 97.3  9. Name of Firm or Corporation	<u> </u>
HUNGARY ANSANT	10a. Business Address (No., street,	apt_/ste, no)
Tax pay in the	10b, City	10c. State 10d. ZIP + 4
Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized identification card; armed forces, government, university, or recognized	10e. Business Telephone Number (I	nclude area code)
identification card; arrived lottes, government, arrived card or certificate of corporate Identification card; passport, alien registration card or certificate of naturalization; current lease; mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.	11. Type of Busiless	II. soud Habbs Dormo
<ol> <li>If applicant is a firm, name each member whose mail is to be delivered. (and minors receiving mail at their delivery address.)</li> </ol>	All names listed must have ventiable id	entification. A guardian must list the hames
13. If a CORPORATION, Give Names and Addresses of its Officers	14. If business name (corporation or	r trade name) has been registered, give
13. II & CORPORATION, GIVE INBINES AND ASSESSED 5.	name of county and state, and d	ate of registration.
Warning: The furnishing of false or misleading information on this form or or imprisonment) and/or civil sanctions (including multiple damages and civil p	nission of material information may rest enatties). (18 U.S.C. 1001)	ult in criminal sanctions (including fines and
15. Signature of Agent/Notary Public	16. Signature of Applicant (If firm or by officer. Show title.)	corporation, application must be signed
· Y Will	1. Kadik	This form on internet at www.usps.com®
PS Form 1,583, April 2004 (Page 1 of 2) (7530-01-000-9365)		



### The UPS Store

#### MAILBOX SERVICE AGREEMENT

CUSTOMERNAME: Laszlo Kedik	•
COMPANY:	
	AT BETTATASTATE CA ZIP 92408
E-MAIL ADDRESS: Je - L V. 1 C. L. S. Smail	
HOME PHONE: 913-910-2778 WORK PHONE:	- coastozza
FAX:	
THE UPS STORE #42	
MAILBOX NUMBER: 186 SIZE OF MAILBOX: S	@gmail.col
217 F OL MINITPOY. 2	~ 7 ~ ~ ( CO)
•	<b>U</b> .

- 1) This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox (the "Mailbox") at The UPS Store identified above (the "Center") under the terms set forth herein.
- 2) Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate U.S. Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox. However, spouses may complete one Form 1583, as long as both spouses include their separate information on the Form.
- 3) This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583 may be disclosed upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign an updated version of this Agreement and Form 1583 upon request.
- 4) Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5) Customer agrees to pay an initial set-up fee of \$15.00 and a key fee of \$10.00, as well as applicable monthly service fees. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may hold mail and packages pending payment. There will be no prorations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$5.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$10.00. Mailbox service fees and other related fees stated herein are subject to change. In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

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12) Customer agrees to protect, indemnify, defend and hold harmless the Center, Mail Boxes Etc., Inc., The UPS Store and
their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and
against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes
against any and an iosses, duringes, expenses, elamin, a connection with the use or possession of the Mailbox, including without of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without
limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or
possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time or otherwise deliver
possession, from famile of the 0.3.1 total service of any commenced countries of the Mailbox contents by any cause any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause
any items (mail, packages, etc.), from damage to or loss of any package or linear, or local laws
whatsoever, and from any violation by Customer of applicable federal, state or local laws.

13) Customer acknowledges and agrees that the Center is an independently owned and operated franchisee of Mail Boxes Etc., Inc. ("Franchisor") and that Franchisor is not responsible for any acts or omissions of its franchisees.

14) CUSTOMER HEREIN AGREES THAT THE TOTAL AM	MOUNT OF LIABILITY OF THE CENTER AND
FRANCHISOR, IF ANY, FOR ANY AND ALL CLAIMS	ARISING OUT OF OR RELATED TO THIS
AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLES	OF THE NATION OF THE CLAIM.
	35 OF THE RATORS OF THE CERES.
(INITIAL Ki)	•

15) Customer <u>must</u> use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

16) Delivery by commercial courier services must be made to the Center street address only (and not to a P.O. Box). Upon signing this Agreement, Customer shall provide two forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

CUSTOMER SIC .	TURE: Redik DATE: 11/09/2017	
AUTHORIZED CEN	TTER REPRESENTATIVE	
SIGNATURE;	DATE:	_
HOW DID CUSTOM	IER HEAR ABOUT US?	
For Office Use Of	nly	
Box #: / 34	_Size:# of Months3@	45-
:	+ Initial set-up fee	\$15.00
	+Number of Box Keys(@'\$ 10.00 each =	10
	+ Front Door Key@ \$20.00 each=	
	+ Tax	472
Box Service From	a: / \ C   17 To: 2   9   A Total Paid_	74.82
	•	
Rev.0403		

**EXHIBIT A** 

# Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 34 of 51 Page ID #:1544

#### Mailbox Service Agreement

Customer Information		Center Number: 4455
Name: ANDREY KILMENKO		
Company:		
Address: 3493 ABACO DR		
City: TAVARES	State: FL	ZIP: 32778
Business Telephone:	Home Telephone: 7868177	7853
Fax:	Mobile Telephone:	
E-mail Address: FCALHOUN4545@GMAIL.COM	Text Messaging ID:	
Mailbox Information		
Mailbox Number: 156	Mailbox Size: Medium	

#### Terms and Conditions

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- Customer agrees to pay an initial set-up fee of \$21.49 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$0.00 . Mailbox service fees and other related fees stated herein are subject to change.

In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for month 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\_\$0.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\_\$0.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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#### Mailbox Service Agreement

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM, (INITIAL: \_\_\_\_\_)
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
- Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This
  Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature:	Date: 10/2/2018
For Center Use On	ıly
Authorized Center Representative Signature:	Date: 10/2/2018
How did the customer hear about us? Newspaper	
Comments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

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United States Postal Service	
Application for Delivery of Mail Through Agent	1. Date
See Privacy Act Statement on Reverse	10/02/2018

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to ver home or business address listed in bo	rification pro	cedures by the Pos	stal Service to confirm that the a	applicant resides or cond	ducts business at the	
Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)  ANDREY KILMENKO		3a.Address to be Used for Delivery (Include PMB or # sign.) 6511 Nova Drive #156				
		3b. City	3c. State	3d. Zip + 4		
		Davie	FL	33317		
4. Applicant authorizes delivery to and in care of:			This authorization is extended to include restricted delivery mail for the undersigned(s):			
a. Name		No				
The UPS Store #4455						
b. Address (No., street, apt./ste. no.)						
6511 Nova Drive						
c. City	d. State	e. Zip + 4				
Davie	FL	33317	1			
6. Name of Applicant			7a. Applicant Home Address (No., street, apt./ste.			
ANDREY KILMENKO			3493 ABACO DR			
8.Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.		7b. City TAVARES	7c. State	7d. Zip + 4 32778		
		7e. Applicant Telephone Number (Include area code) 7868177853				
a. UK PASSPORT #UK PASSPORT		Name of Firm or Corporation     N/A				
b. AUTO INSU #AUTO INSU		10a. Business Address (No., street, apt./ste. no.) N/A				
Acceptable identification includes, valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.		10b. City	10c. State	10d. Zip + 4		
		N/A	N/A	N/A		
		10e. Business Telephone Number (Include area code) N/A				
		11. Type of Business				
		N/A				
12. If applicant is a firm, name each mem names of minors receiving mail at their de	ber whose melivery address	ail is to be delivered.	(All names listed must have verifi-	able identification. A guard	ian must list the	
N/A						
13. If a CORPORATION, Give Names and Addresses of Its Officers			14. If business name (corporation	on or trade name) has been	registered, give	
N/A		name of county and state, and date of registration.				
		N/A	N/A			
		N/A				
Warning: The furnishing of false or mislea and imprisonment) and/or civil sanctions	ading informa (including mu	tion on this form or o	mission of material information ma	ay result in criminal sanctio	ns (including fines	
15. Signature of Agent/Notary Public			16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)			
PS Form 1583 December 2004	(Page 1 of )	2)	(7500 04 000 000		APRIL -	
1363 December 2004	(Page 1 of 2	-)	(7530-01-000-936	5)		

#### Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 37 of 51 Page ID #:1547

### United States Postal Service **Application for Delivery of Mail Through Agent** See Privacy Act Statement on Reverse

1. Date 05/04/2018

consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent
not file a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of mail to another
autiess is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with
new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency
transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised
application with the Commercial Mail Receiving Agency (CMRA).
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NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

to delivery of mail through an agent. F						the action to taken
This application may be subject to veri home or business address listed in bo	ification pro xes 7 or 10	), and that the identifi	cation listed in box 8 is valid.			
2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in			3a.Address to be Used for Deli 3380 La Sierra Ave, Suite 10	ivery (Include PN	MB or # sign.	)
			3b. City		3c. State	3d. Zip + 4
VIKTOR BOIKO			Riverside		CA	92503
A A P C C C C C C C C C C C C C C C C C			5. This authorization is extended to include restricted delivery mail for the undersigned(s):			ry mail for the
a. Name	Yes					
The UPS Store #5671			1	$\mathcal{N}I$		_
b. Address (No., street, apt./ste. no.)						
3380 La Sierra Ave, Suite 104			\\\\\			·
c. City	d. State	e. Zip + 4		17		
Riverside	CA	92503				
6. Name of Applicant			7a. Applicant Home Address (I	No., street, apt./	ste.	
OR BOIKO						· · · · · · · · · · · · · · · · · ·
8.Two types of identification are required.	One must o	contain a photograph	7b. City LA MESA		7c. State CA	7d. Zip + 4 91942
of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in		7e. Applicant Telephone Numb	per (Include area	a code)	l.	
identifying information. Subject to verifica	tion.		661 219 4211	,		
a. INERTNATIONAL DL			Name of Firm or Corporation	n		
S. INC. COLOR DE LA COLOR DE L			N/A			
b. INS POLICY			10a. Business Address (No., s	street, apt./ste. n	10.)	
b. 1140 1 OLIO1			N/A			
		***************************************	10b. City		10c. State	10d. Zip + 4
Acceptable identification includes: valid d	river's licens	se or state non-driver's	N/A		N/A	N/A
identification card: armed forces, governr	nent, univer	sity, or recognized	10e. Business Telephone Nun	nber (Include ar	ea code)	
corporate identification card; passport, ali of naturalization; current lease, mortgage	or Deed of	Trust: voter or vehicle	N/A			
registration card; or a home or vehicle ins	surance poli-	cy. A photocopy of	11. Type of Business			
your identification may be retained by age	ent for Verific	cation.	N/A			
12. If applicant is a firm, name each mem names of minors receiving mail at their death.	nber whose elivery addro	mail is to be delivered. ess.)	(All names listed must have ver	rifiable identifica	tion. A guard	lian must list the
N/A 13. If a CORPORATION, Give Names ar	nd Addresse	s of Its Officers	14. If business name (corpora	ition or trade nai	me) has beer	n registered, give
	,  ,		name of county and state, and	d date of registra	ation.	-
N/A			N/A			
			N/A			
ing: The furnishing of false or misle and imprisonment) and/or civil sanctions	ading inform (including n	nation on this form or o nultiple damages and c	ivil enalties)			
15. Signature of Agent/Notary Public		16. Signature of Applicant (If f officer. Show title.)	firm or corporation	on, applicatio	n must be signed by	
				-		

PS Form 1583 December 2004 (Page 1 of 2) (7530-01-000-9365)

### Mailbox, Service Agreement



<u> </u>	Center Number: 5	00/1
Customer Information	<del>-</del>	
me: VIKTOR BOIKO		
Company:		
Address:		-
City: LA MESA	State: CA ZIP: 91942	
Business Telephone:	Home Telephone: 661 219 4211	
Fax:	Mobile Telephone:	
E-mail Address: SERGYSHA@GMAIL.COM	Text Messaging ID:	
Mailbox Information		
Mailbox Number: 260	Mailbox Size: Small	-
	•	

#### **Terms and Conditions**

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.

Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.

5. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$25.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$25.00 . Mailbox service fees and other related fees stated herein are subject to change.

In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$10.00 for month 1, and \$10.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of <u>\$10.00</u> per month for the time period in which the Center holds the mail or packages, plus a service fee of <u>\$3.00</u> for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - Destroy any of Customer's mail or packages remaining at the Center at such time.

Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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#### Mailbox Service Agreement



any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.

- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monles owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Centar's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mall through Centers using a United States Postal Service address) address format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature:	Date: 5/4/2018
For Center Use Only	
Authorized Center Representative Signature:	Date: 5/4/2018
How did the customer hear about us? Newspaper	
mments:	

The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, inc., an indirect subsidiary of United Parcel Service, inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

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1 0.405 0 0 0 6 0 10759924 012034

7346 Parkway Dr La Mesa, CA 91942

\*Please detach and return this stub with your payment.\* **SETA** 

Resident ID: Statement Date: 2/8/2018

www.seta.com YES Customer Service:

(833) 481-6624

Due Date:

03/01/2018

YES ENERGY

Amount Due:

20.89

MANAGEMENT

**Amount Enclosed:** 

12034 1 AB 0.405 T 41 74416

<sup>67-YESELT1E</sup> 1 LA MESA, CA 91942  LA MESA, CA 91942

[կլիկիլելերեւինիլելիկելեւին կանուկինիկումիկիկունի

			1
Community Message Please remit payment by due date.	-ACCOUNT DETAIL-	ty Service Dates State	ement Date
Community Name SETA	Resident Name Viktor Boiko  12/16/2	017 - 1/4/2018	2/8/2018
YES Customer Service Daily 24 Hour Service (833) 481-6624 yescs@yesenergymgmt.com	Unit Number Bil 34 Previous Balance as of 2/8/2018	<u>ling Days</u> 20	0.00
Website www.sela.com Remit Payment To SETA La Mesa, CA 91942 Service Address La Mesa, CA 91942	CHARGES Gas Charge Water Charge Sewer Charge Trash Charge Water Base Charge	•	4.93 4.96 3.30 6.21 1.49
YES System Information Property ID: 34 Resident ID/Registration Code: t0929125			
	Payments		-0.00
	Amount Due		20.89

United States Postal Servi	rice
Application for Delivery of	f Mail Through Agent
See Privacy Act Statemen	nt on Reverse



1. Date 03/03/2018

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the address	ee or the agent
microtifie a change of address order with the Postal Service™ upon termination of the agency relationship; (2) the transfer of	of mail to another
address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must i	be prepaid with
new postage when redenosited in the mails: (4) upon request the agent must provide to the Postal Service all addresses to wh	ich the agency
transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a	revised
application with the Commercial Mail Receiving Agency (CMRA).	
	to a carableo

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public
The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the
CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee)
and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative
to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

to done or you man among harrage		,	•			
This application may be subject to home or business address listed	in boxes 7 or 10, a	and that the identif	ication listed in box 8 is valid.			
2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in		3a.Address to be Used for Delivery (Include PMB or # sign.) 771 Jamacha Rd #105				
apply to each spouse. Include dissimappropriate box.)	illar information for 6	either spouse in	3b. City	3c. State	3d. Zip + 4	
VIKTOR BOIKO			El Cajon	CA	92019	
Applicant authorizes delivery to ar	nd in care of:		5. This authorization is extende	d to include restricted deliv	ery mail for the	
a. Name			undersigned(s):			
The UPS Store #4144			Yes			
b. Address (No., street, apt./ste. no.)	)		-			
771 Jamacha Rd						
c. City	d. State	e. Zip + 4			•	
El Cajon	CA	92019				
6. 'ne of Applicant		1	7a. Applicant Home Address (N	lo., street, apt./ste.		
VIK. JR BOIKO						
		taia a photograph	7b. City	7c. State	7d. Zip + 4	
8. Two types of identification are requof the addressee(s). Social Security	cards, credit cards,	and birth	LA MESA	CA	91942	
certificates are unacceptable as ider	ntification. The agent	t must write in	7e. Applicant Telephone Number (Include area code)			
identifying information. Subject to verification.			8323785745			
a. UKRANIAN DL #			9. Name of Firm or Corporation			
			N/A			
			10a. Business Address (No., street, apt./ste. no.)			
b. FARMERS #			N/A	1001, apt., 010.		
			10b. City	10c. State	10d. Zip + 4	
and the second second second	ر ممرمدال داند.	er etete non driver's	1	N/A	N/A	
Acceptable identification includes: vaidentification card; armed forces, gov	vernment, university	, or recognized	10e. Business Telephone Numl		1.47.1	
cornorate identification card; passpo	rt, alien registration	card or certificate	N/A	bor (morado area obae)		
of naturalization; current lease, morte registration card; or a home or vehic	gage or Deed of Tru le insurance nolicy	ist; voter or venicle A photocopy of	11. Type of Business			
your identification may be retained by	y agent for verification	on.	N/A			
			,			
12. If applicant is a firm, name each names of minors receiving mail at the	member whose mai eir delivery address	I is to be delivered. .)	(All names listed must have verif	iable identification. A guard	dian must list the	
N/A		f It- Officers	14. If business name (corporation	on or trade name) has bee	n registered give	
13. If a CORPORATION, Give Name	es and Addresses of	i its Officers	name of county and state, and	date of registration.		
N/A			N/A			
			11/4			
			N/A			
Warning: The furnishing of false or n and imprisonment) and/or civil sanct	nisleading informatio ions (including multi	on on this form or or ple damages and ci	vii enaities)			
15 Signature of Agent Notary Public	1		16. Signature of Applicant (If fin	m or corporation, application	on must be signed by	
The state of Agents and Agents an		officer. Show title.)				
- Musical	uxu		110			
	U	<u> </u>	(7500 04 000 000	· E \		
PS Form 1583 December 2004	4 (Page 1 of 2)		(7530-01-000-936	99)		

**EXHIBIT A** 

### Mailbox Service Agreement

Customer Information		Center Number: 4144
ne: VIKTOR BOIKO		
Company:		
Address:		
City: LA MESA	State: CA	ZIP: 91942
Business Telephone:	Home Telephone: 83237857	745
Fax:	Mobile Telephone:	
E-mail Address: JAKIECOLLINS2@GMAIL.COM	Text Messaging ID:	
Mailbox Information	<u> </u>	
Mailbox Number: 105	Mailbox Size: Small	

#### Terms and Conditions

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
  - Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$0.00 Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for month 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \$0.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \$0.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest"
  when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

#### **Mailbox Service Agreement**

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.

- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, the Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within \_\_\_\_\_\_5\_\_ days of notification will be subject to a storage fee of \_\_\_\_\_50.00\_ per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center. In those states where the Center is required by law to act as Customer's agent for service of process, customer hereby authorizes the Center to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. The Center agrees to follow its standard procedures for the timely placement of mail received at the Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless the Center from any and all liability that may arise at any time in connection with the Center's actions or status as Customer's agent for service of process.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process'or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature: 1324	Date: 3/3/2018
For Center Use Only	
Authorized Center Representative Signature	Date: 3/3/2018
w did the customer hear about us? Walk in	
Comments:	

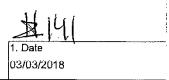
The UPS Store® and Mail Boxes Etc.® Centers are independently owned and operated by licensed Franchisees of The UPS Store, Inc., an indirect subsidiary of United Parcel Service, Inc., a Delaware corporation. Services, prices, and hours of operation are subject to change and may vary by location. Copyright © 2012 The UPS Store, Inc. All rights reserved. • Last updated 10/25/12

670913 013031 12034 1 0.405 8 0 6 6 9 (DFE012) "Please detach and return this slub with your payment." 7346 Parkway Dr Resident ID: La Mesa, CA 91942 Statement Date: 2/8/2018 SETA www.seta.com 03/01/2018 Due Date: 20.89 YES Customer Service: Amount Due: (833) 481-6624 Amount Enclosed: YES ENERGY MANAGEMENT 12034 1 AB 0.405 T 41 74416 LA MESA, CA 91942 LA MESA, CA 91942 | Color | Colo

Community Message Please remit payment by due date.	-ACCOUNT DETAIL-		
Community Name SETA	<u>Resident Name</u> Vikiar Boiko	<u>Community Service Dates</u> 12/16/2017 - 1/4/2018	Statement Date 2/8/2018
/ES Customer Service Pally 24 Hour Service	<u>Unit Number</u> 34	<u>Billing Days</u> 20	
833) 481–6624 rescs@yesenergymgmt.com	Previous Balance as of 2/8/2	018	0.00
Vebsite			
WW.sets.com	CHARGES		COST
Remit Payment To	Gas Charge		4.93
SETA	Water Charge		4.96
	Sewer Charge		3.30
la Mesa. CA 91942	Trash Charge		6.21
Bervice Address	Water Base Charge		1.49
.a Mesa. CA 91942		·	
/ES System Information			
Property ID: 34	4 19 19		
Resident ID/Registration Code: t0929125			
	with the state of		
	234.5		
	***************************************		
	ATT CONTRACTOR OF THE CONTRACT		
	Payments		-0.00
	Amount Due		20.89
	Autobit Mat		20.03

## Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 45 of 51 Page ID #:1555

United States Postal Service
Application for Delivery of Mail Through Agent
See Privacy Act Statement on Reverse



In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service<sup>TM</sup> upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

to delivery of mail through an agent. Fa	ailure to cor	nply will subject the	e agency to withholding of mail	from delivery until corre	ctive action is taken.
This application may be subject to veri home or business address listed in box	fication process 7 or 10,	cedures by the Pos and that the identi	stal Service to confirm that the fication listed in box 8 is valid.	applicant resides or con	ducts business at the
Name in Which Applicant's Mail Will Be (Complete a separate PS Form 1583 for E complete and sign one PS Form 1583. Tw	Received fo ACH applica	r Delivery to Agent. nt. Spouses may	3a.Address to be Used for Deliv 9625 MISSION GORGE RD,	,,	1.)
apply to each spouse. Include dissimilar in			, , , , , , , , , , , , , , , , , , , ,		
appropriate box.)		·	3b. City	3c. State	3d. Zip + 4
VIKTOR BOIKO			SANTEE	CA .	92071
4. Applicant authorizes delivery to and in c	are of:		5. This authorization is extended undersigned(s):	d to include restricted deliv	ery mail for the
a. Name			No		
The UPS Store #4287					
b. Address (No., street, apt./sie. no.)		٠,			
9625 MISSION GORGE RD, STE B2					
c. City	d. State	e. Zip + 4			
SANTEE	CA	92071			
6. Name of Applicant			7a. Applicant Home Address (No	o., street, apt./ste.	
VIKTOR BOIKO					•
8.Two types of identification are required. 0	One must co	ntain a photograph	7b. City	7c. State	7d. Zip + 4
of the addressee(s). Social Security cards,	credit cards	and birth	LA MESA	CA	91942
certificates are unacceptable as identificati		nt must write in	7e. Applicant Telephone Number (Include area code)		
dentifying information. Subject to verification	on.		832-378-5745		
a. UKRAINE DRIVERS LICENSE			Name of Firm or Corporation		
			N/A		
. INSURANCE CARD #N/A			10a. Business Address (No., stre	eet. apt./ste. no.)	
			N/A	, <b></b> ,	
			10b. City	10c. State	10d. Zip + 4
Acceptable identification includes: valid driv	er's license	or state non-driver's	N/A	N/A	N/A
dentification card; armed forces, governme			10e. Business Telephone Number		
corporate identification card; passport, alier of naturalization; current lease, mortgage o			N/A	,	
egistration card; or a home or vehicle insur	ance policy.	A photocopy of	11. Type of Business	:	
our identification may be retained by agent	for verificati	on.	N/A		
(2) If an Branch of the company of t				11-11-15 - C- A P	
<ol> <li>If applicant is a firm, name each member names of minors receiving mail at their deliver</li> </ol>	er wnose ma very address	il is to de delivered. ( .)	All names listed must have venita	ible identification. A guardi	an must list the
N/A					
3. If a CORPORATION, Give Names and A	Addresses o	f Its Officers	<ol> <li>If business name (corporation name of county and state, and day</li> </ol>		registered, give
W.			N/A		
			N/A		
Varning: The furnishing of false or misleadi	ng informatio	on on this form or om ple damages and civ	ission of material information may il enalties)	y result in criminal sanction	ns (including fines
5. Signature of Agent/Notary Public			16. Signature of Applicant (If firm	or corporation, application	must be signed by
- The state of the			officer. Show fitle.)		
			)		
PS Form 1583 December 2004 (P	age 1 of 2)		(7530-01-000-9365)	)	

### Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 46 of 51 Page ID

United States Postal Service	
Application for Delivery of Mail Through Agent	1. Date
See Privacy Act Statement on Reverse	09/10/2018

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service who upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verif				applicant resides or con-	ducts business at the
Name in Which Applicant's Mail Will Be Received for Delivery to Agent. (Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in		3a.Address to be Used for Delivery (Include PMB or # sign.) 5173 Waring Rd. #439			
appropriate box.)		3b. City	3c. State	3d. Zip + 4	
VELERIYA KOSOLAPOVA		San Diego	CA	92120	
4. Applicant authorizes delivery to and in care of:		5. This authorization is extended to include restricted delivery mail for the undersigned(s):			
a. Name			No		
The UPS Store #8					
b. Address (No., street, apt./ste. no.)	,				
5173 Waring Rd.					
c. City	d. State	e. Zip + 4			
San Diego	CA	92120			
6. Name of Applicant			7a. Applicant Home Address (N	o., street, apt./ste.	
VELERIYA KOSOLAPOVA					
B. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in dentifying information. Subject to verification.		7b. City  LA MESA	7c. State	7d. Zip + 4 91942	
			7e. Applicant Telephone Number (Include area code)		
· DACCROOT			3238348182		
# PASSPORT			9. Name of Firm or Corporation		
			N/A		
PROPERTY INSURANCE FORMS			10a. Business Address (No., str	reet, apt./ste. no.)	
			N/A		
			10b. City	10c. State	10d. Zip + 4
Acceptable identification includes: valid driv			N/A	N/A	N/A
dentification card; armed forces, governme corporate identification card; passport, alie			10e. Business Telephone Numb	per (Include area code)	
of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your dentification may be retained by agent for verification.		N/A			
		11. Type of Business			
		N/A			
<ol> <li>If applicant is a firm, name each memb names of minors receiving mail at their deli N/A</li> </ol>			(All names listed must have verif	iable identification. A guard	ian must list the
13. If a CORPORATION, Give Names and	Addresses of	f Its Officers	14. If business name (corporation		registered, give
N/A			name of county and state, and o	date of registration.	
			N/A		
			N/A		
Narning: The furnishing of false or mislead and imprisonment) and/or civil sanctions (in				ay result in criminal sanctio	ns (including fines
Signature of Agent/Notary Public			16. Signature of Applicant (If fire	n or corporation, applicatio	n must be signed by
Contitle	10	and a common of real last section of the section of	officer. Show title.)	L	

**EXHIBIT A** 

PS Form 1583 December 2004

(Page 1 of 2)

(7530-01-000-9365)

## Case 2:18-cv-07560-AB-FFM Document 88-1 Filed 08/14/19 Page 47 of 51 Page ID #:1557

### Mailbox Service Agreement

Customer Information		Center Number: 8
Name: VELERIYA KOSOLAPOVA		
Company:	1	
Address;	1 .	
ांty: LA MESA	State: CA	ZIP: 91942
Business Telephone:	Home Telephone: 323834818	2
Fax:	Mobile Telephone:	
E-mail Address: DEPA00777@GMAIL.COM	Text Messaging ID:	
Mailbox Information		***
Mailbox Number: 439	Mailbox Size: Small	

#### **Terms and Conditions**

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \$20.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable safes, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$10.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$15.00. Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mall addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\_\$0.00\_ per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\_\$0.00\_ for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - a. Refuse any mail or package addressed to Customer and delivered to the Center.
  - Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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#### "lailbox Service Agreement

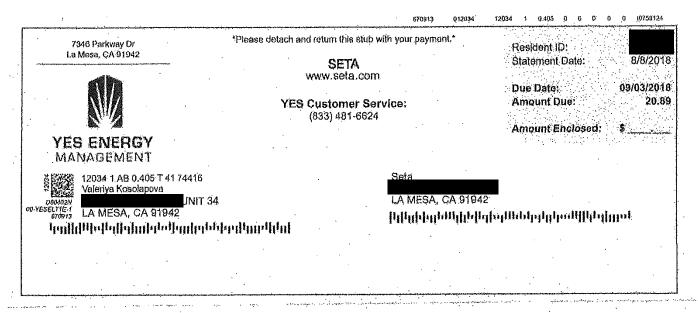
any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- . 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other laxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- 14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, inc. and that The UPS Store, inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL: )
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
- 18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature:	Date:	9/10/2018
For Center Use Only		
Authorized Center Representative Signature:	Date:	9/10/2018
How did the customer hear about us? Other		
Comments:		

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Gommunity Message Please remit payment by due date.	-ACCOUNT DETAIL-	
Community Name SETA	Resident Name         Community Service Dates         Statement I           Valenya Kosolapova         7/16/2017 - 8/4/2018         8/8/2	
YES Customer Service Dally 24 Hour Service (833) 481-6624 yescs@yesenergymgmt.com	Unit Number Billing Days 34 20  Previous Balance as of 8/8/2018	0.00
Website www.seta.com		DST
Remit Payment To SETA	Water Charge	4.93 4.96 3.30
La Mesa, CA 91942	Trash Charge	6.21
Service Address	Water Base Charge	1.49
La Mesa, CA 91942		
YES System Information Property ID:34 Resident ID/Registration Code: 10529129		
		and the second
	대	
	Payments	0,00
	Amount Due 20	Ó.B9
		. •

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Malibox dervice Agreement		
Customer Information		Center Number: 1561
Name: IHOR KOLYLINSKYL		
Company:		
Address:		
City: SAN JOSE	State: CA	ZIP: 95123
Business Telephone:	Home Telephone: 6692739580	
Fax:	Mobile Telephone:	
E-mail Address: FOX80801@GMAIL.COM	Text Messaging ID:	
Mailbox Information		
Mailbox Number: 176	Mailbox Size: Small	

#### **Terms and Conditions**

Mailhoy Service Agreement

- 1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® or Mail Boxes Etc.® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583") to be authorized to receive mail or packages at the Mailbox.
- 3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- 4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- 5. Customer agrees to pay an initial set-up fee of \_\$35.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \_\$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \_\$35.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \_\$10.00 . Mailbox service fees and other related fees stated herein are subject to change.
  - In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- 6. Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
  - a. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement; or
  - b. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's advance of a storage fee of \_\_\$0.00 per month for the time period in which the Center holds the mail or packages, plus a service fee of \_\_\$0.00 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- 7. Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
  - Refuse any mail or package addressed to Customer and delivered to the Center.
  - b. Destroy any of Customer's mail or packages remaining at the Center at such time.
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including

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#### **Mailbox Service Agreement**

any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.

- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time.
   Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- 10. Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer falls to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to
- 11. Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.
- 13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or properly damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shiper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
- Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
- 15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM. (INITIAL:
- 16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
- 17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P.O. Box). "P.O. Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.

18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amerided or modified except in a writing signed by both parties.

For Center Use Only	
Authorized Center Representative Signature:	Date: 7/28/2017
How did the customer hear about us? Newspaper	
Comments:	

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